

1 QUINN EMANUEL URQUHART & SULLIVAN LLP  
Zachariah Summers (SBN 255284)  
2 zachsummers@quinnemanuel.com  
Miles D. Freeman (SBN 299302)  
3 milesfreeman@quinnemanuel.com  
865 S. Figueroa St., 10<sup>th</sup> Floor  
4 Los Angeles, California 90017  
Telephone: (213) 443-3000  
5 Facsimile: (213) 443-3100

6 Raymond N. Nimrod (admitted *pro hac vice*)  
raynimrod@quinnemanuel.com  
7 Richard W. Erwine (admitted *pro hac vice*)  
richarderwine@quinnemanuel.com  
8 51 Madison Ave., 22<sup>nd</sup> Floor  
New York, NY 10010  
9 Telephone: (212) 849-7000  
Facsimile: (212) 849-7100

10 *Attorneys for Defendant VIZIO, INC.*

11  
12 UNITED STATES DISTRICT COURT  
13 CENTRAL DISTRICT OF CALIFORNIA  
14 SOUTHERN DIVISION

15 POLARIS POWERLED  
16 TECHNOLOGIES, LLC

17 Plaintiff,

18 v.

19 VIZIO, INC.

20 Defendant.

Case No. 8:18-cv-01571-JVS-DFM

**VIZIO, INC.'S OPPOSITION TO  
POLARIS POWERLED  
TECHNOLOGIES, LLC'S MOTION  
TO ENFORCE**

Hearing Date: January 6, 2020

Time: 1:30 P.M.

Place: Courtroom 10C

Judge: Hon. James V. Selna

23 **REDACTED VERSION OF DOCUMENT PROPOSED TO BE FILED**  
24 **UNDER SEAL**  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

## **TABLE OF CONTENTS**

### **Page**

I.	FACTUAL BACKGROUND .....	4
II.	ARGUMENT .....	10
A.	VIZIO Has Fully and Faithfully Complied with the Court’s Order .....	10
B.	The Court Should Ignore Polaris’s Mischaracterizations and Misleading Statements Regarding the State of Discovery .....	12
III.	CONCLUSION .....	14

**TABLE OF AUTHORITIES**

**Page(s)**

**Cases**

<i>Am. Maplan Corp. v. Heilmayr</i> , 203 F.R.D. 499 (D. Kans. 2001) .....	13
<i>Noaimi v. Zaid</i> , 283 F.R.D. 639 (D. Kan. 2012) .....	13

**Statutes**

Fed.R.Civ.P. 34(a)(1) .....	13
-----------------------------	----

1 Despite all of the rhetoric set forth in Polaris’s Motion to Enforce, the facts  
2 underlying this Motion are straightforward and largely undisputed. On September  
3 19, 2019, the Court entered an Order granting Polaris’s Motion to Compel. Dkt.  
4 121. The Court determined that VIZIO’s Standard Supply Agreements “allow[] it to  
5 demand the information Polaris seeks in its RFPs” and, on that basis, stated that  
6 “[w]ithin 10 days of this order, VIZIO shall demand that its Suppliers produce the  
7 documents.” *Id.* at 5. Five days after the Court’s Order, VIZIO contacted the  
8 manufacturers and demanded that all documents related to all accused products  
9 within their possession, custody, or control be immediately produced. VIZIO also  
10 sent each manufacturer a copy of the Court’s Order and stated that “VIZIO is  
11 obligated by law to comply with the Court’s Order and expects [its manufacturers]  
12 to comply with this request.” *See* Exs. 1-6. Throughout October and November,  
13 VIZIO sent multiple follow-up emails and letters (all of which were produced to  
14 Polaris immediately after being sent), providing further information regarding the  
15 specific products at issue and the specific types of documents expected to be  
16 produced.

17 In response to VIZIO’s demands, [REDACTED]  
18 [REDACTED]

19	[REDACTED]			
20	[REDACTED]			
21	[REDACTED]			
22	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
23	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
24	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
25	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
26	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
27	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
28	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED] [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 Despite this extensive production of documents and source code, Polaris  
12 maintains in its Motion that VIZIO has somehow “willfully failed to timely and  
13 conscientiously abide by the Court’s Order.” Mot. at 2. There is no basis in fact or  
14 law for that statement. VIZIO demanded that its manufacturers produce the  
15 documents and in response to those demands, tens of thousands of documents have  
16 been produced, along with source code. Polaris cannot dispute these facts, and its  
17 Motion “to Enforce the Court’s Order” should be denied for the simple reason that  
18 VIZIO has, is, and will continue to comply fully with the Court’s order.

19 Polaris’s Motion essentially ignores VIZIO’s extensive efforts to ensure  
20 compliance as well as the significant document productions by the manufacturers.  
21 Instead, Polaris devotes most of its Motion to mischaracterizing the procedural  
22 history and raising a host of other discovery “issues” that are not at all the subject of  
23 the Court’s September 19, 2019 Order and have either already been resolved in  
24 VIZIO’s favor by Magistrate Judge McCormick or are in the process of being  
25 addressed. For example, Polaris incorrectly suggests that VIZIO has somehow  
26 “concealed” its relationships with its manufacturers and that its agreements with the  
27 manufacturers were produced late in discovery after pressure by Polaris. But that  
28 claim is fundamentally untrue. Not only did VIZIO identify its manufacturers

1 almost a year ago as part of its Initial Disclosures, VIZIO's supply agreements with  
2 the manufacturers were included in VIZIO's *very first production* to Polaris in May  
3 2019. And Polaris's new argument that three of the six manufacturers hold  
4 minority, non-controlling stakes in VIZIO is not only a matter of public knowledge  
5 but entirely irrelevant to this Motion. VIZIO has complied with the Court's order  
6 by demanding those documents pursuant to the Court's Order and producing them  
7 as soon as they are received.

8 As to the remainder of Polaris's claims of "discovery deficiencies" and  
9 "misconduct," those similarly lack merit and are irrelevant to the present Motion.  
10 To date, VIZIO has produced 25,631 documents (totaling close to 150,000 pages of  
11 materials) including, for example, [REDACTED] [REDACTED]

12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED] Representative examples of  
19 these documents are attached hereto at Exhibits 77 through 83. To the extent there  
20 have been limited disputes regarding either party's production (including Polaris's,  
21 for that matter (*see* Dkts. 127 & 216)), those disputes either have been or are in the  
22 process of being resolved by Judge McCormick.

23 Contrary to Polaris's inflammatory contentions, VIZIO and the manufacturers  
24 have timely provided Polaris with expansive discovery into the accused televisions.  
25 No one has or is refusing to produce the requested information. Polaris's Motion  
26 should therefore be denied.

1 **I. FACTUAL BACKGROUND**

2 In light of Polaris's one-sided and incomplete recitation of the facts, VIZIO  
3 provides below a more complete and accurate summary of the relevant facts.

4 On September 19, 2019, the Court entered an Order granting Polaris's Motion  
5 to Compel. Dkt. 121. The Court found in its Order that [REDACTED]  
6 [REDACTED] "allows it to demand the information Polaris seeks in  
7 its RFPs" and, on that basis, stated that "[w]ithin 10 days of this order, VIZIO shall  
8 demand that its Suppliers produce the documents." *Id.* at 5. Upon receipt of the  
9 Court's Order, VIZIO immediately began taking steps to comply with the Court's  
10 directives.

11 Five days after issuance of the Court's Order, on September 24, 2019, VIZIO  
12 sent (by both email and first class mail) formal demand letters to each of its  
13 manufacturers [REDACTED] VIZIO's  
14 demand letters expressly [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED] [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]

25 \_\_\_\_\_  
26 <sup>1</sup> VIZIO's September 24, 2019 letters to its manufacturers (which Polaris did  
27 not attach in full to its Motion) are attached hereto as Exhibits 1 through 6. All of  
28 the correspondence discussed herein was produced to Polaris very shortly after  
being sent or received by VIZIO. Freeman Decl. at ¶ 90.

1 To assist the manufacturers in understanding the issues and procedural  
2 posture of this case, VIZIO also provided each manufacturer with several relevant  
3 documents. First, VIZIO provided each manufacturer with a copy of the Court's  
4 Order and emphasized that "VIZIO is obligated by law to comply with the Court's  
5 Order and expects [its manufacturers] to comply with this request." *Id.* Second,  
6 VIZIO provided each manufacturer with a copy of the Protective Order and  
7 informed each manufacturer that "VIZIO will designate any documents produced in  
8 connection with this demand as Highly Confidential – Attorneys' Eyes Only under  
9 the Protective Order." Ex. 1 at 2; Ex. 2 at 2; Ex. 3 at 2; Ex. 4 at 2; Ex. 5 at 2; Ex. 6  
10 at 2. VIZIO further explained that it would also "provide the necessary protections  
11 for source code" produced by the manufacturers, including loading it on to a non-  
12 networked computer that would be "strictly monitored by [VIZIO's outside]  
13 attorneys." *Id.* Finally, VIZIO attached Polaris's Infringement Contentions and the  
14 specific discovery requests from Polaris that were at issue in the Court's September  
15 19, 2019 to help provide context and further specificity for VIZIO's demands. *Id.*

16 On September 27, 2019, VIZIO sent follow-up letters to each of its  
17 manufacturers in which it provided an identification of "the specific models VIZIO  
18 understands were manufactured by [that manufacturer] during the relevant time  
19 frame." Ex. 7 at 1; Ex. 8 at 1; Ex. 9 at 1; Ex. 10 at 1; Ex. 11 at 1; Ex. 12 at 1. In  
20 each of those follow-up letters, VIZIO reiterated that "the information sought in our  
21 September 24, 2019 letter must be produced for each of these models and any other  
22 models that you may have manufactured for VIZIO during this time frame." Ex. 7  
23 at 4; Ex. 8 at 5; Ex. 9 at 2; Ex. 10 at 3; Ex. 11 at 2; Ex. 12 at 1. On October 1, 2019,  
24 VIZIO identified additional models "for which documents should be produced in  
25 connection with VIZIO's September 24, 2019 document demand." Ex. 13 at 1; Ex.  
26 14 at 1; Ex. 15 at 1; Ex. 16 at 1; Ex. 17 at 1; Ex. 18 at 1. VIZIO again reiterated  
27 that, while it was providing this identification of specific models to assist the  
28 manufacturers in their search, "the information sought in our September 24, 2019



1 letter must be produced for all models that [the manufacturer] may have  
2 manufactured for VIZIO during this time frame.” Ex. 13 at 9; Ex. 14 at 10; Ex. 15  
3 at 4; Ex. 16 at 4; Ex. 17 at 2; Ex. 18 at 2.

4 As set forth below in greater detail, while the manufacturers began producing  
5 documents in response to VIZIO’s demands in early October, VIZIO has also  
6 continued to send follow-up emails and letters to the manufacturers. For example,  
7 on October 9, 2019, VIZIO sent emails to each of the manufacturers following up on  
8 its September 24, 2019 demands and emphasizing the need for the immediate  
9 production of documents. *See* Exs. 19-24. In particular, VIZIO’s correspondence  
10 asked each manufacturer to “please provide a date certain as to when you expect to  
11 complete the production. [REDACTED]

12 [REDACTED]  
13 [REDACTED] Ex. 19 at 1; Ex. 20 at 1; Ex. 21 at 1; Ex.  
14 22 at 1; Ex. 23 at 1; Ex. 24 at 1. VIZIO thereafter continued to correspond with the  
15 manufacturers regarding when and in what form the requested documents would be  
16 produced.

17 On October 28, 2019, VIZIO contacted the manufacturers yet again to request  
18 an update regarding the status of each manufacturer’s production. *See* Exs. 25-29.  
19 VIZIO asked each manufacturer to “either confirm that your production is complete  
20 or provide a date by which [the manufacturer] intends to complete its production.”  
21 Ex. 25 at 1; Ex. 26 at 1; Ex. 27 at 1; Ex. 28 at 1; Ex. 29 at 1. VIZIO again continued  
22 to correspond with the manufacturers thereafter regarding when and in what form  
23 the requested documents would be produced.

24 On October 29, 2019, and without any prior notice to VIZIO, Polaris  
25 contacted each of VIZIO’s manufacturers directly to demand that a wide range of  
26 new document requests be addressed. *See* Exs. 30-35. In an effort to avoid a  
27 dispute, VIZIO copied of each of Polaris’s new requests verbatim into a letter and  
28 sent that letter to each of its manufacturers on November 7, 2019. *See* Exs. 36-41.



1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 As the manufacturers have produced documents, Polaris has tried to claim  
8 that certain documents are “missing” from the productions. For example, on  
9 October 29-30, without notice to VIZIO, Polaris contacted each of the  
10 manufacturers and threatened to file motions to compel against each of them and  
11 VIZIO. *See e.g.*, Exs. 30-35. For their part, the manufacturers responded to  
12 Polaris’s threatened motion by indicating that they had already produced the  
13 requested documents or expected to do so shortly. *See* Exs. 69-73, 75.

14 On November 4, 2019, a full month before Polaris filed this Motion, the  
15 parties met and conferred regarding the Motion.<sup>2</sup> During the meet-and-confer,  
16 VIZIO reiterated to Polaris that it had requested that the manufacturers produce all  
17 of the documents within their possession relating to the accused products and noted  
18 that the manufacturers were actively producing documents. VIZIO also invited  
19 Polaris to identify any further actions that Polaris felt VIZIO should take to avoid  
20 the present dispute, including an identification of any categories of documents  
21 missing or any manufacturers that Polaris believed were not complying with  
22 VIZIO’s demands. Polaris did not identify any such steps and, a month later, filed  
23 the present motion.

24 \_\_\_\_\_  
25 <sup>2</sup> Counsel for both parties attended a Scheduling Conference earlier that  
26 morning and VIZIO proposed that the parties conduct their meet-and-confer in  
27 person afterwards in the hopes that this would promote resolution without the need  
28 for motion practice. Freeman Decl. at ¶ 2. Polaris declined this invitation and  
instead participated in the meet-and-confer via conference call. *Id.*

1 **II. ARGUMENT**

2 **A. VIZIO Has Fully and Faithfully Complied with the Court's Order**

3 The Court's Order stated that "[w]ithin 10 days of this order, VIZIO shall  
4 demand that its Suppliers produce the documents." Dkt. 121 at 5. As set forth  
5 above, VIZIO demanded the documents from its manufacturers five days after  
6 issuance of the Court's Order and, in response to those demands, has received tens  
7 of thousands of documents, all of which have been immediately provided to Polaris.  
8 Recognizing that this is precisely what the Court envisioned would happen, Polaris  
9 tries to distort the record by mischaracterizing VIZIO's demands, the Court's Order,  
10 and the resulting production by the manufacturers.

11 For example, Polaris asserts that VIZIO has only "requested some documents  
12 about some models" (Mot. at 10-11) but that is plainly untrue. VIZIO's letters  
13 (which Polaris did not attach in full to its Motion) stated that "[t]he accused products  
14 are all D-Series, E-Series, M-Series, P-Series, and P-Series Quantum televisions or  
15 displays manufactured for VIZIO from September 4, 2012 to the present day" and  
16 demanded that "all specifications, schematics, source code, bills of materials, data  
17 sheets, service manuals, and circuit diagrams associated, in any way, with the  
18 accused products" be immediately produced. *See* Exs. 1-6. Thus, VIZIO clearly  
19 requested all documents regarding all models, not "some documents about some  
20 models" as Polaris claims. Indeed, in Exhibit 74, VIZIO has a compiled list of the  
21 specific models for which VIZIO has demanded production from the manufacturers  
22 from the demand letters, along with the manufacturer from whom it was demanded.  
23 *See* also Exs. 13-18. Indeed, VIZIO has requested that the manufacturers provide  
24 documents for all models at issue in this case.

25 Nor is Polaris at all correct in claiming that VIZIO's demands were "half-  
26 hearted" or "lukewarm." Mot. at 1, 9. Within five days of the Court's Order,  
27 VIZIO provided a copy of the Court's Order to each of its manufacturers and  
28 informed them, in no uncertain terms, that "VIZIO is obligated by law to comply

1 with the Court’s Order and expects [its manufacturers] to comply with this request.”

2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED] And VIZIO has followed up with each  
8 manufacturer reiterating these demands multiple times. *See* Exs. 7-29. Nothing  
9 about VIZIO’s demands have been “lukewarm” in any sense of the word. But  
10 regardless of how Polaris characterizes the wording of the demands, the result is  
11 what is important: the manufacturers have responded to VIZIO’s demands by  
12 producing the requested documents and none have refused to comply.

13 Polaris’s claim that VIZIO has “altered its requests so many times – without  
14 explanation – that it is unclear to both Polaris and the Suppliers what VIZIO is  
15 requesting” (Mot. at 11) is similarly baseless. First, VIZIO has never “altered its  
16 demands” as it has consistently demanded all documents associated with all models.  
17 Indeed, the only “alteration” was in fact when VIZIO further clarified the scope of  
18 its demand to the manufacturers based on new requests from Polaris. On October  
19 29, **Polaris** made new document requests, which VIZIO subsequently copied,  
20 verbatim, into formal demand letters that it then immediately sent to its  
21 manufacturers. *See* Exs. 30-35. Polaris cannot have it both ways by making *new*  
22 demands to VIZIO and the manufacturers and then accusing VIZIO of improperly  
23 “altering” its requests by making those same demands to the manufacturers.  
24 Second, there is **no** evidence the manufacturers are confused, and Polaris is talking  
25 to them directly as part of this process without VIZIO present—to which VIZIO has  
26 not objected to in any way, despite the potential that **Polaris** may be confusing the  
27 issues.

1 Finally, to the extent Polaris argues on Reply that it believes certain  
2 documents to be “missing” from the production, the Court should not credit that  
3 claim. As set forth above, VIZIO has not limited its demand for documents in any  
4 way and has demanded all documents for all accused models. Those demands have  
5 resulted in the production of tens of thousands of documents. Indeed, nearly all of  
6 the manufacturers have expressly stated that they have searched for and produced  
7 the responsive documents within their possession. *See* Exs. 69-73. Moreover, the  
8 manufacturers are actively working with and responding to Polaris when Polaris  
9 makes claims (often baseless) of deficiencies. [REDACTED]

10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED] To the extent Polaris  
16 claims that there are “deficiencies” or “missing documents,” it is simply speculating  
17 and has no basis to make such claims.

18 In short, the undisputed record reflects that VIZIO has fully complied with the  
19 Court’s Order by demanding the production of all documents for all accused  
20 products, following up with the manufacturers numerous times, and thereafter  
21 receiving and producing tens of thousands of responsive documents.

22 **B. The Court Should Ignore Polaris’s Mischaracterizations and**  
23 **Misleading Statements Regarding the State of Discovery**

24 Finally, Polaris devotes a significant portion of its Motion to misrepresenting  
25 the state of discovery at large. While Polaris’s mischaracterizations are largely  
26 irrelevant to the issue of VIZIO’s compliance with the Court’s September 19, 2019  
27 Order, VIZIO briefly responds to each argument here so that the Court is aware of  
28 the facts.

1 First, Polaris repeatedly claims that VIZIO has somehow “concealed” its  
2 relationship with its manufacturers but that argument is specious. VIZIO explicitly  
3 disclosed its manufacturers to Polaris almost a year ago on January 31, 2019 as part  
4 of its Initial Disclosures and stated, therein, [REDACTED]

5 [REDACTED]  
6 [REDACTED] [REDACTED]  
7 [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]  
8 [REDACTED]  
9 [REDACTED] [REDACTED] [REDACTED]  
10 [REDACTED]  
11 [REDACTED]

12 [REDACTED] [REDACTED] But, not only has that been  
13 public knowledge since well before this case was filed, it is also entirely irrelevant  
14 to this Motion. Pursuant to the Court’s Order, VIZIO has timely demanded and  
15 produced the documents. That *some* of the manufacturers have a minority interest in  
16 VIZIO does not suddenly create some additional level of control. Indeed, the law is  
17 to the contrary. *See e.g., Noaimi v. Zaid*, 283 F.R.D. 639, 642 (D. Kan. 2012)  
18 (“[T]his court is not persuaded that merely being a stockholder or officer of a  
19 corporation satisfies the ‘control’ standard set forth in Fed.R.Civ.P. 34(a)(1).”); *Am.*  
20 *Maplan Corp. v. Heilmayr*, 203 F.R.D. 499, 502 (D. Kans. 2001) (rejecting  
21 argument that minority owner status had bearing on question of control). These  
22 three manufacturers are entirely separate entities. The Court should ignore Polaris’s  
23 misleading rhetoric here.

24 Second, Polaris goes to great lengths in its Motion to mischaracterize  
25 VIZIO’s discovery conduct in this case as “grossly improper conduct” that has  
26 “severely prejudiced Polaris.” Mot. at 12. But that claim is similarly specious.  
27 Months ago, VIZIO began producing and has since produced tens of thousands of  
28 documents responsive to Polaris’s requests. To date, VIZIO has produced 25,631



1 documents (totaling close to 150,000 pages of materials) including, for example, [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED] Representative examples  
9 of each of these categories of documents is attached hereto as Exhibits 77 through  
10 83.

11 Undeterred, Polaris points to its three motions to compel that it has filed  
12 before Judge McCormick as being evidence of “VIZIO’s knowing and grossly  
13 improper conduct and delay.” Mot. at 8. But Polaris makes no mention of the fact  
14 that Judge McCormick has already *denied* two out of the three motions that Polaris  
15 has filed. And with respect to Polaris’s third motion, which concerns an  
16 identification of the accused features, Judge McCormick has ordered *Polaris* – not  
17 VIZIO – to identify any alleged deficiencies and work cooperatively with VIZIO to  
18 address them. VIZIO made that same request to Polaris *weeks* ago yet Polaris  
19 provided this information only after being *ordered* to do so by Magistrate  
20 McCormick. After Polaris finally identified those alleged deficiencies, VIZIO was  
21 able to quickly resolve the remaining issues and has provided all of the information  
22 requested by Polaris. *See* Ex. 84 (identifying the relevant features).

23 **III. CONCLUSION**

24 Since receiving the Court’s September 19, 2019 Order, VIZIO has worked  
25 tirelessly to not only demand the documents from its manufacturers, but also to  
26 actually obtain them and produce them for use in this case. And VIZIO’s efforts  
27 have been successful, with tens of thousands of documents now having been  
28

1 produced and source code being made available for inspection. Polaris's Motion  
2 concedes these facts and, accordingly, should be denied.

3 DATED: December 16, 2019      Respectfully submitted,  
4

5 By /s/ Richard W. Erwine  
6 /s/ Richard W. Erwine

7 Attorney for Defendant VIZIO, Inc.  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28